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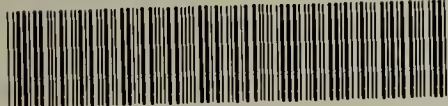
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ADMINISTRATIVE BULLETIN

OFFICE FOR ADMINISTRATION AND FINANCE //

GOVERNMENT DOCUMENTS
COLLECTION

90-2

FEB 8 1990

University of Massachusetts
Depository Copy

January 12, 1990

TO: All Agency and Department Heads

RE: Late Penalty Interest Rate

Under the provisions of M.G.L. c.29, §29C, I have certified that the interest rate paid to providers in compliance with the Office of the Comptroller's Regulations governing Late Penalty Interest, 815 CMR 4.00, shall be 7% per annum.

This interest rate is effective on January 1, 1990 and is applicable to invoices which are failed to be paid in accordance with the Comptroller's Regulations. Departments are expected to take all steps necessary to ensure that the Commonwealth's obligations are paid on a timely basis. Should payment be made late, then the formula for computation of interest shall be as follows:

Amount of Interest due. = .0001918 X Amount of invoice. X The number of days from the payment due date to the warrant date.

Questions regarding the computation of interest of the regulation should be addressed to the Legal Office, Office of the Comptroller, One Ashburton Place, Room 909, Boston, MA 02108 (617) 727-5000 X256.

L. Edward Lashman, Jr.
Secretary



**ADMINISTRATIVE BULLETIN****EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE**GOVERNMENT DOCUMENT
COLLECTION

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A handwritten signature in dark ink, appearing to read "L. E. Lashman".

L. Edward Lashman, Jr.
Secretary



ADMINISTRATIVE BULLETIN

EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

90-1

January 4, 1990

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TO: Cabinet Secretaries and Agency Heads

RE: Policies and Procedures Governing Public Information Officers

Consistent with our ongoing efforts to streamline state government, while at the same time continuing to serve the vital function of providing full information about our operations and programs to the public, we must dramatically reduce the number of full-time public information officers within the executive branch. Therefore, only cabinet secretariats and those agencies specifically designated by this office may employ a full-time public information officer whose primary responsibility is to respond to inquiries from the press. Any agency not specifically designated by this office may not employ a full-time public information officer whose primary responsibility is to respond to inquiries from the press, and shall designate another employee within the agency to carry out those responsibilities.

Secretariats and Designated Agencies

Each cabinet secretary may employ one full-time public information officer. No agency may employ a full-time public information officer unless approved by this office. Those agencies approved at this time to employ one full-time public information officer are:

- Department of Revenue
- Department of Corrections
- Department of Social Services
- Department of Mental Health
- Department of Public Welfare
- Department of Youth Services
- Department of Public Health
- Department of Environmental Protection
- Department of Environmental Management
- Metropolitan District Commission
- Department of Public Works
- Registry of Motor Vehicles

L. Edward Lashman, Jr., Secretary
Executive Office for
Administration & Finance



MASS. AFI.4: 90-3

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ADMINISTRATIVE BULLETIN

EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

Administrative Bulletin 90-3

April 30, 1990

TO: ALL AGENCY AND DEPARTMENT HEADS

RE: AMENDMENTS TO SERVICE CONTRACT REGULATIONS

Attached are several amendments to existing regulations governing the procurement and use of service contracts, which will be effective beginning with Fiscal Year 1991.

Revisions of the Commonwealth's system of subsidiary accounts and object codes for expenditure classifications, effective for the 1991 Fiscal Year, have created questions concerning which of the new expenditure categories will be subject to the service contract regulations promulgated by this office in Administrative Bulletin 88-1. This Bulletin provides clarification on this point, by amending Bulletin 88-1 to include a specific list of those new expenditure categories to which its provisions apply.

In addition, this Bulletin modifies the provisions of Bulletin 88-1 to simplify the review process for Agency Contract Plans and Amendments. Under the modified process, Plans and Amendments are to be transmitted from the responsible Secretariat directly to the Office of Human Resource Administration ("OHRA"), which will be responsible for overseeing and managing the entire A&F review of Plans and Amendments.

As stated in Bulletin 88-1, para. 3.5, the purposes of OHRA review of Plans and Amendments will include the following:

a) To determine whether there is a legitimate need for the agency to procure each listed service, and whether the amount allowed for each service is reasonable.

b) To determine whether it is in the best interests of

the Commonwealth for procure those services by means of contracts, rather than through the classified service;

c) To determine whether the service will be procured in a manner which is as competitive as practicable under the circumstances;

d) To determine whether the provisions of G.L. c.29, section 29A and of the Bulletin will be fully observed.

Any questions concerning these amendments may be directed to Susan Levine, Deputy Undersecretary of Human Resource Administration, at 727-2040.



L. Edward Lashman, Jr.
Secretary of Administration
and Finance

cc: Hedwig M. Veith, Undersecretary
for Human Resource Administration

AMENDMENTS TO ADMINISTRATIVE BULLETIN 88-1

Effective for the 1991 Fiscal Year, Administrative Bulletin 88-1 is hereby amended as follows:

1. Section 1.314 is stricken and replaced with the following:--

1.314. "Services," any of the services categorized pursuant to the Comptroller's expenditure classification system under the object codes listed in Appendix I, but excluding services acquired pursuant to interagency service agreements, charge backs, joint funding agreements between federal and state agencies, or state matches of federal funds.
2. In Sections 3.2 through 3.4, inclusive, each reference to "the Budget Bureau" is stricken and replaced with the following:-- OHRA
3. In Section 3.5, each occurrence of the phrase "the Budget Bureau and" is stricken.
4. The following Appendix I is appended at the conclusion of the Bulletin:



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Appendix I

Object Codes Covered by Administrative Bulletin 88-1

At the time of publication, the object codes to which this Bulletin applies are those listed below. As the Comptroller refines the Expenditure Classification Handbook, minor changes to the scope of this Bulletin will result. For the most current information concerning the application of this Bulletin to particular object codes, please refer to Part II of the most current version of the Expenditure Classification Handbook.

CC

- C05 - Student Interns
- C08 - Internships

HH

- H01 - Accountants
- H02 - Actuaries/Statisticians
- H04 - Advertising Agency/Media Consultants
- H05 - Arbitrators/Mediators
- H06 - Architects
- H08 - Artists
- H09 - Attorneys
- H10 - Auditors
- H11 - Economists
- H12 - Engineers
- H13 - Exam Developers
- H14 - Health and Safety Experts
- H15 - Honoraria for Visiting Speakers/Lecturers
- H16 - Researchers
- H18 - Landscapers
- H19 - Management Consultants
- H20 - Medical Consultants
- H21 - Personnel Placement Consultants (Recruiters)
- H22 - Planners
- H23 - Program Coordinators
- H25 - Scientists
- H26 - Stenographic and Transcription Services
- H28 - Writers
- H29 - Space Planners
- H30 - Performers
- H31 - Micrographics Consultants
- H98 - Reimbursement for Travel and Other Expenses for
Consultant Services

JJ

- J01 - Accreditation Review Costs
- J03 - Appraisers
- J04 - Art Models
- J05 - Athletic Officials

J07 - Auctioneers
J09 - Cleaners/Janitors
J12 - Coroners
J13 - Court Investigators
J14 - Court Reporters
J16 - Examiners/Monitors/Graders
J17 - Expert Witnesses
J18 - Exterminators
J20 - Guides
J21 - Hazardous Waste Removal Services
J23 - Investigators/Inspectors
J25 - Laboratory Services
J26 - Land Appraisers
J27 - Laundry Services
J29 - Messenger Services
J32 - Paralegals
J33 - Photographic Services
J34 - Polygraph Examiners
J38 - Religious Services
J39 - Rubbish Removal
J40 - Security Services
J42 - Interpreters for the Deaf
J43 - Snow Removal Services
J44 - Surveyors
J46 - Temporary Clerical Services
J47 - Title Examiners
J50 - Instructors, Lecturers, and Trainers
J51 - Translators/Foreign Language
J52 - Veterinary Services
J54 - Weather Reporting Services
J56 - Food Services
J58 - Archivists/Librarians/Record Managers
J59 - Movers
J98 - Reimbursement for Travel and Other Expenses for
Operational Consultants

NN

N01 - Architects/Designers
N02 - Artists
N03 - Attorneys
N04 - Land Appraisers
N05 - Construction Management
N06 - Cost Estimators
N08 - Engineers, Resident Engineers, Project Manager
N12 - Testing Firms
N13 - Infrastructure Planning and Engineering
N22 - Infrastructure Maintenance and Improvements
N35 - Hazardous Waste Removal
N98 - Reimbursement for Travel



ADMINISTRATIVE BULLETIN

EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

GOVERNMENT DOCUMENTS
COLLECTION

SEP 12 1990

90 - 6

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Memorandum for: Cabinet Secretaries and
Agency Heads

From: L. Edward Lashman, Jr., Secretary

Subject: FY 91 Staffing - Layoff Procedures

Date: August 20, 1990

The FY91 Budget process has finally been concluded with a clear blueprint for FY91. The FY91 Budget, signed by Governor Dukakis on August 1, 1990, will require that all departments carefully manage both fiscal and personnel activities in order to continue to have a balanced budget.

As a result of the reductions in many appropriation accounts and the 4% across the board cuts, there may well be a need in many agencies to further reduce staffing levels. Some agencies will be more affected by these budget cuts than others, and will want to take immediate steps to begin that process. In order to make this process as professional as possible, agencies should be aware of the following:

- o The current hiring freeze will continue.
- o Agencies will continue to follow the ES-1 Procedure for critical hiring requests.
- o Administrative Bulletin 89-3, issued on August 1, 1989 will continue to serve as the guidelines for required layoffs.

Planning for any staffing reductions should begin immediately. A detailed staffing plan will need to be completed as part of the FY91 Financial Plan process, which has recently begun. However, since some agencies might not be able to wait until the Financial Plans are complete to begin the layoff process, each agency should be prepared to submit a Preliminary Staff Reduction Plan (PSRP) to Hedy Veith, Undersecretary, no later than August 27, 1990. The PSRP should include those reductions which must be implemented immediately in order for an agency to live within the FY91 appropriations. These initial reduction plans should be consistent with the staffing

plan submitted as part of the Financial Plans due in September. The PSRP will be reviewed to ensure compliance with the guidelines in 89-3, and approval for initial layoffs will be given by September 14, 1990.

Administrative Bulletin 89-3 contains the policy framework and details on layoffs for appointing authorities. These procedures ensure that layoffs are implemented in accordance with all statutory and contractual requirements for the protection of the rights of individual employees. They should also ensure that the layoffs are implemented in an equitable manner and result in minimum disruption to essential department operations. In addition, these procedures ensure that the layoffs do not have a disproportionate impact on protected group individuals and comply with affirmative action policy and processes.

When planning any layoffs, consideration of Affirmative Action must continue to be an integral part of all decision making. Many agencies have reached a critical point in retaining protected group employees. It is therefore important that your Affirmative Action Manager be part of the planning process from the first step. Also, in order to facilitate the process, and allow for adequate planning, notification to the oversight agencies (SOAA and OER) should occur simultaneously. Where it is appropriate, these agencies may request a joint meeting. DPA will continue to serve as consultants to agencies around Civil Service issues.

Each secretary and agency head should designate a senior manager to act as Layoff Coordinator. These individuals will be the key contact people for this Office. Please submit the name of the Coordinator with your PSRP.

Except as provided in Attachment 7, notification to individual employees who are being laid off should be 30 (thirty) calendar days prior to the actual date of the layoff, for layoffs conducted during this period. In so far as possible, all initial layoffs should actually occur before October 31, 1990, to minimize the number of layoffs required by the budget funding.

Reduction in Force Procedures

- I. Identify Layoff Coordinator.
- II. Review FY91 budget and make decisions on required reductions in staff.
- III. Identify job titles to be eliminated, ensuring that the agency Affirmative Action Manager is part of the discussions.

- IV. Submit reduction proposals to SOAA for review and OER for review and necessary union discussions.
- V. Submit Preliminary Staff Reduction Plan on the attached form to A&F for approval, along with the name of the Layoff Coordinator.
- VI. Upon A&F approval, notify identified staff in writing, per 89-3. A copy of each signed notification must be sent to Hedy Veith as soon as possible.
- VII. Once notification has been given, any change in status should be acknowledged in writing, with a copy sent to A&F. This includes bumping actions, internal transfers, demotions, promotions, or if the notice is withdrawn.
- IX. When a notified employee leaves the agency, unless he/she retires, the termination action on PMIS should be listed as layoff.
- X. A list of laid off employees, including the actual final date of employment in the agency should be completed and sent to A&F each week.

LEL/HV/SL
attachments:

cc: Agency Affirmative Action Managers,
Personnel and Labor Relations Specialists

PRELIMINARY STAFFING REDUCTION PLAN

AGENCY: _____

AGENCY HEAD: _____

AGENCY LAYOFF COORDINATOR: _____
TELEPHONE #: _____ EXT. _____

I. FTE COUNT
(as of 07/30/90) _____

(SEE ATTACHED LIST OF AGENCY APPROPRIATIONS/FTE COUNT)

II. NUMBER OF EMPLOYEES TO BE LAID OFF
BY OCTOBER 31, 1990: _____
FTE's _____

III. OTHER STAFF REDUCTION ACTIONS ANTICIPATED THROUGH JUNE 30, 1991:

IDENTIFIED RETIREMENTS _____
FTE's _____
ATTRITIONS PROJECTED _____
FTE's _____

PLEASE INCLUDE A BRIEF EXPLANATION OF THE IMPACT ON STAFFING THAT THE FY91 BUDGET HAS BEEN ON THE AGENCY, AND HOW THESE NUMBERS WERE DEVELOPED. ALSO PROVIDE WHATEVER EXPLANATORY INFORMATION YOU FEEL A&F NEEDS TO UNDERSTAND THE ABOVE NUMBERS.

(It is understood that it is not possible to predict retirements and attritions with the same level of accuracy as defined layoffs.)



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ADMINISTRATIVE BULLETIN

EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

GOVERNMENT DOCUMENTS
COLLECTION

90-5

JUL 12 1990

University of Massachusetts
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July 5, 1990

TO: ALL AGENCY AND DEPARTMENT HEADS

RE: POLICY ON A DRUG-FREE WORKPLACE

The Commonwealth of Massachusetts is required to comply with the Federal Drug-Free Workplace Act of 1988. Revised regulations to implement the Act, 55 Fed. Reg. 21681-01 (May 25, 1990), require that all recipients of Federal Grant monies provide certification that they will take certain steps to ensure a drug-free workplace. The Act also provides sanctions to be imposed on those who fail to comply.

This Bulletin supersedes and modifies Administrative Bulletin 89-8 to reflect the provisions of the revised federal regulations. In particular, the sample agency letter attached to this Bulletin should be substituted for the sample letter attached to 89-8.

Pursuant to the revised regulations, the Commonwealth of Massachusetts certifies that agencies who receive federal grants will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in all state workplaces and that specific actions will be taken against employees who violate such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning the following: the dangers of substance abuse in the workplace; the state-wide policy of maintaining a drug-free workplace; available substance abuse counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.
- C. Requiring that each employee engaged in the performance of a grant be given a copy of the statement required above.
- D. Notifying employees as a condition of employment under the grant, that the terms of the statement must be adhered to, and that

written notification must be given to their supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.

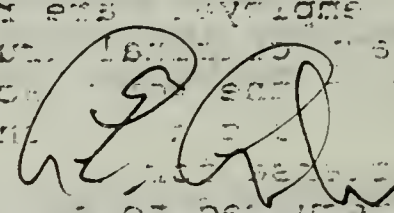
- E. Notifying the federal grantor agency within ten calendar days of receiving such notice of conviction, and taking appropriate personnel action against such employee or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program.
- F. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of the above paragraphs.

The federal regulations implementing the Act provide that states can make a single certification covering all state agencies. Attached is a copy of the Commonwealth's certification, to be used by all Commonwealth agencies for the remainder of the federal fiscal year. The certification should be attached to all federal grant applications.

The Commonwealth's certification requires all agencies to identify, on the grant application, the workplaces to which the drug-free requirement apply, pursuant to that grant. Identification must include the street address or location of the workplace, although categorical identification is acceptable where a street address is inapplicable. For example, a workplace could be identified as all buses and subway trains in operation.

Also attached is a sample notification statement which may be used to satisfy the required notice to be given to each employee working on a federal grant program. It is advisable to ask the employee to read and sign the statement, and to place same in his/her personnel record.

Each agency should also establish an ongoing drug-free awareness program. The Department shall take steps to combat the dangers posed by substance abuse. Some resources available to you include the Governor's Alliance Against Drugs which provides drug and alcohol educational materials and is active in local schools and communities; the state Department of Public Health's Division of Substance Abuse which has an information and referral hotline (800-327-5050) (TTD 617-547-2111) to help find out about treatment options and resources; and the state's insurance providers which have manuals outlining benefits available to enrolled state employees and their families.


L. Edward Lashman, Jr.,
Secretary

SAMPLE AGENCY LETTER

TO: All Employees
FROM: (Agency Head)
RE: Drug Free Workplace Policy
DATE:

The Department of () seeks to ensure a safe, healthy and productive work environment for all employees. Evidence clearly indicates that substance abuse by employees results in low productivity, high absenteeism, excessive use of medical benefits, and a risk to their own safety as well as that of their co-workers. In a good faith effort to comply with the federal Drug-Free Workplace Act of 1988, the Department wants to re-emphasize its long-standing policy against the use of illegal drugs and alcohol on Department premises. It is prohibited for any employee of the Department to unlawfully manufacture, distribute, dispense, possess or use controlled substances at the workplace.

The Department of () has taken steps to combat the dangers posed by substance abuse. Some resources available to you include the Governor's Alliance Against Drugs which provides drug and alcohol education materials and is active in local schools and communities; the state Department of Public Health's Division of Substance Abuse which has an information and referral hotline (800-327-5050) (TDD 617-547-2111) to help find out about treatment options and resources; and the state's insurance providers which have manuals outlining benefits available to enrolled state employees and their families.

In a further effort to safeguard its employees, Department policy calls for disciplinary actions, up to and including termination, in instances where employees are found to have engaged in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace. In compliance with the Drug-Free Workplace Act of 1988, all employees are required to adhere to the provisions and requirements contained in this letter.

In addition, all employees are required to notify this office in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such a conviction. Any employee convicted of a drug offense for a violation which occurred in the workplace may be required to participate in a drug rehabilitation program or be subject to termination.

If you have any further questions, please contact (agency designee).



ADMINISTRATIVE BULLETIN

EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

90-7

GOVERNMENT DOCUMENTS
COLLECTION
JAN 3 1991
University of Massachusetts
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December 20 1990

TO: ALL AGENCY HEADS
RE: "03" RESEARCH CONTRACTS

Attached is an updated version of the model research contract, which replaces the version attached to Administrative Bulletin 88-2. The model research contract is to be used by Agencies when contracting with universities, hospitals, and nonprofit organizations for research and development projects, training and other work which manifest the contractor's scholarly or research endeavors.

Agencies wishing to supplement or vary the model contract provisions must obtain express prior written approval of the Executive Office for Administration and Finance. Requests should be addressed to General Counsel's Office, Room 373, Boston, MA 02133.

A handwritten signature in dark ink, appearing to read "L. E. Lashman", is written over a horizontal line.

L. Edward Lashman, Jr.
Secretary

Attachment

RESEARCH CONTRACT

This Contract is entered into this _____ day of _____
between the Commonwealth of Massachusetts, _____

(Agency) and <Name of
Contractor> (Contractor) a <form of organization> having its
principal offices at _____

1. SCOPE OF CONTRACT

The Contractor agrees to perform the following research program entitled:

as described in Attachment A to this Contract and in accordance with the terms and conditions of this Contract. The Contractor represents that it is qualified to perform the research and has obtained all necessary licenses and permits required to perform the research project.

2. PERIOD OF PERFORMANCE

- (a) Pursuant to the provisions of the General Laws Chapter 29, section 29A, in no event shall the Contractor be reimbursed for services rendered prior to the date that the Request for Authorization of Services (Form SC) and attachments thereto have been filed with the Division of the Comptroller.
- (b) The Contractor's performance shall commence on, or as soon as possible after, the date it receives notice from the Agency that the Request for Authorization of Services and attachments thereto have been filed with the Division of the Comptroller.
- (c) The Contractor's performance shall be completed no later than _____.

3. PAYMENT

(a) The Agency shall reimburse the Contractor for all direct and indirect costs incurred in the performance of the research which shall not exceed <amount in words> (<amount in numbers>) as provided in the Budget, Attachment _____, without the prior written authorization from the Commonwealth in accordance with all applicable regulations. The Contractor shall be permitted to vary among budget line items in an amount not to exceed 10% of the total amount of this contract without the approval of the Agency.

(b) The Contractor will _____, will not _____ be reimbursed for travel expenses and meals. (check where appropriate)

_____ The Contractor will be reimbursed for all pre-approved travel expenses in amounts as authorized for state employees.

_____ The Contractor will be reimbursed for pre-approved travel in an amount as set out in the Budget, Attachment C.

(c) In no event shall the Contractor be reimbursed directly for holidays, sick days, or time other than that allocable to the performance of the research program.

4. KEY PERSONNEL

The Contractor represents that the individuals named in area A on Attachment F, are its full-time employees and that it will endeavor in good faith to assign them to complete the Contractor's obligations under this agreement.

The services of each named Principal Investigator/Project Director, as designated in Attachment F, shall be required unless that individual becomes unavailable to the Contractor solely for reasons of the individual's death, disability, or termination of the underlying employment relationship.

If a Principal Investigator/Project Director becomes unavailable for such reasons, the Contractor shall give the agency the resume of a proposed replacement, and offer the agency an opportunity to interview that person. If the Agency is not reasonably satisfied that the proposed replacement has comparable ability and experience, the Agency shall so notify the Contractor within ten (10) working days after receiving the resume and completing any interview, whereupon the Contractor shall propose another replacement and the Agency shall have the same right of approval. Such process shall be repeated until a proposed replacement is approved by the Agency.

The Contractor shall notify the Agency in advance of altering the other personnel listed in Attachment F, and will consider seriously and in good faith any comments or objections the Agency may have concerning such alterations.

The Agency may request that any individual (whether or not named in this section) be removed from his/her assignment to this Agreement by the Contractor. The Agency shall notify the Contractor in writing of a request for removal of personnel, and the Contractor will consider seriously and in good faith the Agency's request to remove such individual. The Contractor shall provide the Agency with a written explanation of a refusal by the Contractor to act on a request for removal. If no resolution has been reached concerning the removal of such individual within thirty (30) days of receipt of the request for removal by the Contractor, the Agency may terminate this Contract in whole or in part.

5. FUNDING AND FISCAL YEAR APPROPRIATIONS

- (a) Appropriations for expenditures by agencies of the Commonwealth and authorizations to spend for particular purposes are made on a fiscal year basis. The fiscal year of the Commonwealth is the twelve month period ending June 30 of each year. The obligation of the Agency under this Contract for any subsequent fiscal year following the fiscal year in which this contract is executed is subject to the appropriation to the Agency of funds sufficient to discharge the Agency's obligations which accrue in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of the Contract.

In the absence of such appropriation or authorization, this Contract shall be terminated on June 30 without liability for damages, penalties or charges other than allowable costs and commitments on account of early termination.

- (b) The total estimated cost of this Contract is the amount set forth in Article 3. The amount presently obligated from the present fiscal year's appropriation is <amount in words> (<amount in numbers>). The Contractor's costs during the present fiscal year may not exceed this amount without the written authorization of the Agency. Expenditures for research projects which will extend beyond a single fiscal year shall not in any year exceed the amount appropriated for that year. If this contract is to be funded from a subsequent fiscal year's appropriation, the Agency will make every effort to amend this contract at the earliest possible time so as to minimize potential disruptions of the research project. The Contractor shall not be obligated to perform research beyond the point at which its funding expires.

6. METHOD OF PAYMENT

- (a) Promptly after the last day of the payment period in which the research is performed (weekly or monthly) the Contractor shall submit corresponding Standard Invoices (Form PV) or similar invoice to <Agency Contact> for costs incurred during the payment period just ended. The Agency agrees to make all reasonable efforts to process payments within thirty days in accordance with the procedures and rules of the Office of the Comptroller.
- (b) The Agency shall not be liable for any interest or penalty charges for late payments.

7. TERMINATION AND SUSPENSION

In addition to the termination provisions under Section 4, this contract may be terminated under the following conditions:

- (a) Without Cause. Either party may terminate this contract by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice, or such other period as the parties may mutually agree.
- (b) For Cause. If Contractor fails to fulfill its obligations, the Agency may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and shall state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of the Agency, providing that longer periods during which the alleged breach may be cured may be mutually agreed upon.
- (c) Emergency. Agency may suspend this Contract for up to sixty (60) calendar days by providing written notice to the Contractor stating the grounds for the Agency's action, in the form of a telegram, mailgram, hand-carried letter, or other appropriate written means if the Agency determines that immediate action is necessary to protect the public welfare, state and/or federal funds or property. Such suspension shall be effective upon receipt by the Contractor.

In the case of suspension under this paragraph, the notice of suspension shall be accompanied by a statement from the Agency concerning Contractor actions required to remove the suspension and a proposed timetable for meeting those requirements, as well as a description by the Agency of allowable activities and costs during the

suspension period. Failure of the Contractor to remedy the stated deficiencies according to the timetable negotiated with the Agency shall be cause for termination in accordance with either paragraph (a) or (b) above as may be appropriate.

8. OBLIGATION IN EVENT OF TERMINATION

- (a) Upon termination, all data, studies, reports and other final products specified to be delivered as an element of performance in this Contract shall be provided to the Agency, and shall be subject to the provisions of Section (13). Copies of all other finished and unfinished documents, data, studies, and reports generated as a necessary part of performing this Contract shall be delivered to the Agency upon reasonable request. Copies of the foregoing materials shall be retained by the Contractor for its future use.
- (b) The Agency shall promptly pay the Contractor for all costs and noncancellable commitments reasonably incurred as indicated in the budget in performance of the Contract to the effective date of termination, provided that the Contractor submits to the Agency properly computed invoices (PV) covering such costs no later than two (2) months after the effective date of termination and that every reasonable effort is made to minimize or recover costs incurred.

9. CONFLICT OF INTEREST

- (a) No officer or employee of the Commonwealth shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested. No officer or employee of the Commonwealth shall have any interest, direct or indirect, in the Contract or the proceeds thereof.
- (b) Contractor understands that any person individually named to provide services under this Contract may become a special state employee subject to provisions of chapter 268A of the General Laws.

10. RECORDKEEPING, AUDIT, AND INSPECTION OF BOOKS

- (a) The Contractor shall maintain all books, records, and other compilations of data pertaining to the performance of the provisions and requirements of this Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract.

All such records shall be kept for a period of six (6) years or for such longer periods as is specified herein. All retention periods start on the first day after final payment under this contract has been accepted. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the applicable retention period, whichever is later.

- (b) The Governor, the Secretary of Administration and Finance, the Director of the Agency, the Agency's executive office secretary, and the State Auditor or their designees shall have the right at reasonable times and upon reasonable notice to examine and copy at the Commonwealth's expense the books, records and other compilations of data which pertain to the provisions and requirements of this Contract. Should more than one of the above named officials intend to examine the Contractor's books, records, and other compilations of data, every effort will be made to coordinate such audits so as not to duplicate efforts and thereby create an administrative burden on the Contractor.

11. CONFIDENTIALITY

- (a) This article pertains only to contracts involving the use of personal data.
- (b) The Contractor acknowledges that in the performance of this Contract it may acquire or have access to "personal data" and become a "holder" of such personal data (as defined in M.G.L. Chapter 66A). The Contractor shall comply with the laws and regulations relating to confidentiality and privacy, including any rules and regulations of the Agency. The Contractor shall immediately notify the Agency orally and in writing if any personal data in its possession is subpoenaed, is improperly used, or is copied or removed by anyone except an authorized representative of the Agency, and the Contractor shall cooperate with the Agency in taking such steps as the Agency deems advisable to enjoin the misuse, regain possession of the data and otherwise protect the Commonwealth's rights and that data subject's privacy. Contractor shall allow access to any personal data collected as a part of the performance of this Contract and held in its possession only to those employees of the Agency who need such information in order to perform their job responsibilities. A copy of all personal data held by the Contractor shall be

delivered to the Agency within fourteen (14) calendar days after request by the Agency. Access to personal data by the Commonwealth shall be contingent upon the informed consent of the data subject(s). The Contractor shall exert good faith efforts to obtain such consent in accordance with its human subject policy and federal and state guidelines for the involvement of human subjects research.

- (c) The Contractor agrees to take reasonable steps to insure the physical security of such data under its control, provided that additional specific requirements may be mutually agreed upon by attachment to this Contract.
- (d) The Contractor agrees that it will inform each of its employees having any involvement with personal data relating to this contract of the laws and regulations relating to confidentiality.

12. POLITICAL ACTIVITY PROHIBITED

None of the research performed by the Contractor shall be used for any partisan political activity, or to further the election or defeat of any candidate for political office.

13. INTELLECTUAL PROPERTY RIGHTS

- (a) The Commonwealth shall own the copyright in any and all copyrightable reports, manuals, pamphlets, and other final products specified to be delivered as an element of performance in this Contract and the Commonwealth, as copyright owner, hereby grants to the Contractor unlimited rights in such deliverables. "Unlimited rights" as used herein shall include without limitation the rights to use, reproduce, disclose and publish in any manner and for any purpose whatsoever.

The Contractor shall obtain any permission required for the inclusion of any copyrighted material in any deliverable.

- (b) Except with respect to deliverables, as set forth in subsection 13(a) above, the Commonwealth shall not own the copyright in any article, data, document, study, thesis, dissertation, treatise or other work or product resulting from the performance of this Contract. The Contractor shall, however, prominently acknowledge funding support of the Department in any published work substantially assisted by such support.
- (c) Any invention or product with potential commercial value which is made in connection with the performance of the research specified to be performed hereunder shall be

promptly and fully reported to the Agency. The Agency shall have those rights to the invention or product which are reserved by the U.S. Government pursuant to Public Laws 96-517 and 98-620 and Federal Acquisition Regulations, Part 27, provided that if the Commonwealth and the U.S. Government take action and one or the other must take precedence, the U.S. Government will prevail.

14. ANTI-BOYCOTT WARRANTY

During the term of this Contract, neither the Contractor nor any "affiliated company", as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

15. CERTIFICATION

The Contractor hereby certifies and warrants that it has made diligent inquiry and that to the best of its knowledge the following documents filed with the Commonwealth in connection with this Contract are true, accurate and complete and appended hereto:

- (i) Standard Disclosure Affidavit for Service Contracts, disclosure of other contracts with the Commonwealth or any political subdivision thereof or any public authority therein and Certification of Payment of all taxes (Attachment A).
- (ii) Disclosure of persons having a financial interest in this Contract (Attachment D).
- (iii) Statement of Qualifications to perform the services including, if applicable, any resume submitted herewith (Attachment E).
- (iv) Disclosure of a Proposed Budget and Schedule of Payments (Attachment C).
- (v) Disclosure of Key Personnel (Attachment F).

16. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the Agency, provided, however, that claims for money due or to

become due to the Contractor from the Commonwealth hereunder may be assigned to a bank, trust company, or other financial institution without such consent so long as such assignment is furnished promptly to the Agency.

Any assignment of the Contractor's interest in this Contract shall require the assignee, at the Agency's discretion, to supply such further information as the Agency deems necessary to comply with Commonwealth rules and regulations governing contracts for services.

Any such assignment shall also be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the Commonwealth against the Contractor in the absence of such assignment.

17. SUBCONTRACTING

- (a) None of the research to be performed under this Contract shall be subcontracted or delegated to any other organization, individual, corporation, partnership, or any other such entity without the prior written consent of the Agency. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of consent. The Agency shall have the right to obtain a copy of subcontract upon request.
- (b) If this Agreement is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms.

18. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

- (a) The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws, Chapter 151B, Section 4(1); all relevant administrative orders and executive orders, including Executive Orders 227 and 246.

- (b) If a complaint or claim alleging violation by the Contractor of such statutes, rules, and regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees in connection with the defense of such claim.
- (c) In the event of the Contractor's noncompliance with the provisions of this section, the Agency shall impose such sanctions as it deems appropriate, including, but not limited to:
 - (i) Withholding of payments due to the Contractor under this Contract until the Contractor complies; and
 - (ii) Termination or suspension of this Contract.
- (d) Pursuant to Executive Order 227, if this Contract has a maximum obligation of \$50,000 or more, the Contractor must comply with the Affirmative Action Program set forth in Attachment F to this Contract.
- (e) The MCAD shall be responsible for determining compliance with this section. Any breach of this section shall be regarded as a material breach and shall be subject to all other sections of this contract. Agency shall have access to all records which are necessary to document compliance with this section in its annual report to MCAD.

19. CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and agents thereof agree to bring any federal or state legal proceedings arising under this Contract in which the Commonwealth or the Agency is a party to a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

20. FORCE MAJEURE

Neither party shall be liable to the other or deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to

the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since the performance dates of this Contract are of the essence and important to the implementation of essential Agency work, continued failure to perform for periods aggregating forty-five (45) or more calendar days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible and the Agency shall have the right to terminate this Contract without liability for termination claims or penalties in excess of actual costs and commitments incurred prior to the effective date of termination.

21. NOTICES

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed given when delivered to either party or deposited in the U.S. Mail, postage prepaid, and addressed as follows:

To the Agency:

To the Contractor:

22. SEVERABILITY

If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

23. HEADINGS AND INTERPRETATION

The headings used herein are for reference and convenience only and shall not enter into the interpretation of this Contract.

24. INDEMNIFICATION OF THE COMMONWEALTH

The Contractor shall indemnify and hold harmless the Commonwealth against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the Commonwealth may sustain, incur, or be required to pay, resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of the subcontractors acting within the scope of their duties in

connection with this Contract during the period of this Contract, provided that:

(i) The Contractor is notified of any claim within a reasonable time after the Commonwealth becomes aware of it; and

(ii) The Contractor is afforded an opportunity to participate in the defense of such claim.

In such event, the Contractor shall have the right to disapprove any negotiated settlement.

In any event, the Contractor reserves its right to final settlement through the courts of appropriate jurisdiction, subject to the provisions of Article 18.

25. WAIVERS

All conditions, covenants, duties, and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

26. AMENDMENT

No amendment to this contract, nor any changes to the negotiated statement of work, shall be effective unless signed by authorized representatives of both parties and accepted, if necessary, for filing in the Comptroller's Division.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Contract to be executed by their respective authorized officers.

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR

BY: _____

BY: _____

DATE: _____

DATE: _____

